

FILED
In the Office of the
Secretary of State of Texas
DEC 21 2012

CERTIFICATE OF MERGER**Corporations Section**

Pursuant to Chapter 10 of the Texas Business Organizations Code, and the title(s) thereof applicable to each domestic filing entity identified below, the undersigned parties submit this Certificate of Merger.

Parties to the Merger

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the Secretary of State for each organization that is a party to the merger are as follows:

1. **TOLEDO COMPANY.** The organization is a corporation. It is organized under the laws of the State of Texas. The file number issued by the Texas Secretary of State is 14515200. This organization will survive the merger. The Agreement and Plan of Merger does not amend the name of this organization.
2. **GREER CAPITAL CORPORATION.** The organization is a corporation. It is organized under the laws of the State of Texas. The file number, if any, issued by the Texas Secretary of State is 70016700. This organization will not survive the merger.

Plan of Merger

The Agreement and Plan of Merger is attached.

Approval of the Plan of Merger

The Agreement and Plan of Merger has been approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

Effectiveness of Filing

This document becomes effective when the document is accepted and filed by the Secretary of State.

Tax Obligations of Non-Surviving Entity

All tax obligations of Greer Capital Corporation, the entity not surviving the merger, under Title 2 of the Texas Tax Code, are hereby assumed by and will be paid by Toledo Company, the entity surviving the merger.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the

statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Texas Business Organizations Code, or other law applicable to and governing the merging entity, to execute the filing instrument.

Date: DECEMBER 21, 2012.

TOLEDO COMPANY

By: Mark Nini
Mark Nini
President

GREER CAPITAL CORPORATION

By: Mark Nini
Mark Nini
President

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is made and entered as of DECEMBER 21, 2012 (the "Agreement Date") by and between TOLEDO COMPANY, a Texas corporation ("Toledo"), and GREER CAPITAL CORPORATION, a Texas corporation ("Greer Capital").

RECITALS

Toledo is a corporation duly organized and existing under the laws of the State of Texas. This corporation has authority to issue 100,000 shares of common stock, of which 43,000 shares are issued and outstanding as of the Agreement Date.

Greer Capital is a corporation duly organized and existing under the laws of the State of Texas. This corporation has authority to issue 1,000 shares of common stock, of which 1,000 shares are issued and outstanding as of the Agreement Date.

The Governing Authority of each party to this Agreement deems it advisable to effect a merger as contemplated herein, and the Governing Authority of each party has adopted this Agreement and Plan of Merger embodied in this Agreement, subject to approval by its Owners.

AGREEMENT

In consideration of the terms hereof, the parties do hereby agree to merge on the terms and conditions herein provided, as follows:

ARTICLE I DEFINITIONS

1.01 Definitions. As used in this Agreement, the following terms have the following meanings:

"Agreement" means this Agreement and Plan of Merger.

"Governing Authority" shall have that meaning assigned to it by the definition in Section 1 of the TBOC.

"Owner" shall have that meaning assigned to it by the definition in Section 1 of the TBOC.

"TBOC" means the Texas Business Organizations Code, including any successor statute, as amended from time to time.

Other terms defined herein have the meaning so given them.

ARTICLE II MERGER

2.01 Merger. Upon the terms and subject to the conditions hereof and in accordance with Chapter 10 of the TBOC, on the Merger Date (as hereinafter defined), Greer Capital shall be merged with and into Toledo in accordance with the applicable laws of each party's state of organization (the "Merger"). The separate existence of Greer Capital shall cease, and Toledo shall be the surviving corporation (the "Surviving Entity") and shall be governed by the laws of the State of Texas.

2.02 Merger Date. The Merger shall become effective on the date ("Merger Date") and at the time provided by the Certificate of Merger to be filed with the Secretary of State of the State of Texas in substantially the form attached hereto as **Exhibit "A"**, all after satisfaction of the requirements of the applicable laws of prerequisite to such filings, including without limitation the approval of the Owners of the parties.

2.03 Certificate of Formation. On the Merger Date, the Articles of Incorporation (hereinafter referred to as the "Certificate of Formation") of Toledo, as in effect immediately prior to the Merger Date, shall continue in full force and effect as the Certificate of Formation of the Surviving Entity.

2.04 Bylaws. On the Merger Date, the Bylaws of Toledo, as in effect immediately prior to the Merger Date, shall continue in full force and effect as the Bylaws of the Surviving Entity.

2.05 Directors and Officers. The Directors and Officers of Toledo immediately prior to the Merger Date shall continue to be the Directors and Officers of the Surviving Entity until their successors shall have been duly elected and qualified, or until otherwise provided by (a) law, (b) the Certificate of Formation of the Surviving Entity, or (c) the Bylaws of the Surviving Entity.

2.06 Condition. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the Owners of Toledo and Greer Capital, prior to or at the Merger Date.

ARTICLE III CONVERSION, EXCHANGE OR CANCELLATION OF SHARES

3.01. Shares of Greer Capital. All of the outstanding shares of common stock of Greer Capital and Toledo are owned by the same person, James H. Greer, as the sole shareholder of each entity. Accordingly, upon the Merger Date, by virtue of the Merger and without any action on the part of any holder thereof, all of the issued and outstanding shares of stock of Greer Capital shall be canceled, and no shares of stock of Toledo will be issued in respect thereof.

3.02. Certificates. Each person who becomes entitled to receive shares in the Surviving Entity by virtue of the Merger, if any, shall be entitled to receive from the Surviving Entity, as

promptly as practicable after the Merger Date, a certificate or certificates representing the number of shares to which such person is entitled.

ARTICLE IV EFFECT OF MERGER

4.01 Effect of Merger. Upon the Merger Date, the Surviving Entity, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Greer Capital; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Greer Capital on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Entity without further act or deed; title to any real estate, or any interest therein vested in Greer Capital, shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of Greer Capital shall be preserved unimpaired, and all liens upon the property of Greer Capital shall be preserved unimpaired, and all debts, liabilities, obligations and duties of Greer Capital shall thenceforth remain with or be attached to, as the case may be, the Surviving Entity and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

ARTICLE V OTHER PROVISIONS

5.01 Further Assurances. From time to time, as and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered on behalf of Greer Capital such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Entity the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Greer Capital and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Entity are fully authorized in the name and on behalf of Greer Capital or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5.02 Abandonment. At any time before the Merger Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by any or all parties hereto.

5.03 Tax-Free Reorganization. The Merger is intended to be a tax-free plan of reorganization within the meaning of Sections 351, 355, and/or 368(a) of the Internal Revenue Code of 1986.

5.04 Governing Law. This Agreement is governed by and shall be construed in accordance with the law of the State of Texas.

5.05 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same instrument.